

GALLATIN RIVER COMMUNICATIONS L.L.C.  
AND NEXTEL WEST CORP.

Joint Petition for Approval of Negotiated  
Interconnection Agreement  
Pursuant to 47 U.S.C. § 252

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NO. 0328A

03-0196

ILLINOIS  
COMMERCE COMMISSION  
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CHIEF CLERK'S OFFICE

**JOINT PETITION FOR APPROVAL OF NEGOTIATED INTERCONNECTION  
AGREEMENT BETWEEN GALLATIN RIVER COMMUNICATIONS L. L. C. AND  
NEXTEL WEST CORP.**

Gallatin River Communications L.L.C. ("Gallatin") and Nextel West Corp. ("Nextel") through counsel, hereby request that the Commission review and approve the attached Interconnection Agreement between Gallatin and Nextel (the parties), pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996, 47 U.S.C. §§ 252 (a)(1) and 252(e), (the "Act"). The parties, in support of their request, state as follows:

1. Petitioners Gallatin and Nextel are each a telecommunications carrier within the meaning of Section 13-202 of the Universal Telephone Service Protection Act of 1985, 220 ILCS 5/13-100, et seq., and each is authorized to provide telecommunications service to customers in Illinois.

2. The Agreement was arrived at through good faith negotiations between the parties as contemplated by Section 252(a) of the Act and provides for the interconnection of their networks for the transmission and termination of local traffic on each other's networks.

3. Section 252(e)(2) of the Act provides the basis for rejection of a negotiated Agreement: (1) the Agreement discriminates against another carrier or (2) implementation of a negotiated Agreement would not be consistent with the public interest, convenience and necessity. Neither basis for rejection is present here.

4. As set forth in the attached Verified Statement of Rich Roberts, Gallatin will make the Agreement available to any other telecommunications carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

5. In addition, the Verified Statement of Rich Roberts demonstrates that implementation of the Agreement is consistent with the public interest because it will promote competition and enhance the ability of Nextel to provide Illinois telecommunications users with a competitive alternative for telephone services.

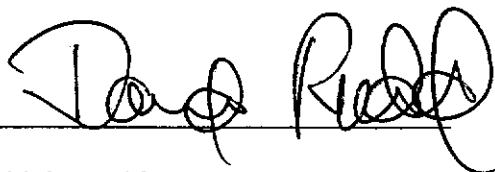
6. In accordance with Section 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this submission.

7. Copies of the Agreement are available for public inspection in Gallatin's public offices.

WHEREFORE, Gallatin and Nextel respectfully request that the Commission approve the attached interconnection Agreement, between Gallatin and Nextel under Section 252(e) of the Act as expeditiously as possible.

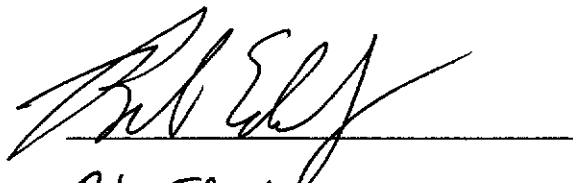
Respectfully submitted this 11 day of March, 2003.

GALLATIN RIVER COMMUNICATIONS L.L.C.



David O. Rudd  
Attorney for Gallatin River Communications L.L.C.  
625 South Second Street  
Springfield, Illinois 62704  
217/744-7420  
dorudd@aol.com

NEXTEL WEST CORP.



Bob Edgerly  
Sr. Manager, Interconnect  
200 I Edmund Hickey Dr.  
Reston, VA 20191  
(703) 433-8157  
bob.edgerly@nextel.com

STATE OF ILLINOIS

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ss.


COUNTY OF

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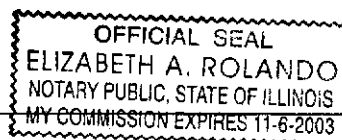
David O. Rudd, being first duly sworn, deposes and states that he is an attorney for Gallatin River Communications L.L.C. and that he is authorized by Gallatin River Communications L.L.C. to make this verification; that he has read the above and foregoing Joint Petition for Approval of a Negotiated Interconnection Agreement, between Gallatin and Nextel West Corp., and knows the contents thereof; and that said contents are true to the best of his knowledge, information, and belief.

  
David O. Rudd, Esq.

Subscribed and sworn to before me, a notary public for the State of Illinois this 20<sup>th</sup> day of March, 2003.

  
Notary Public

My commission expires:

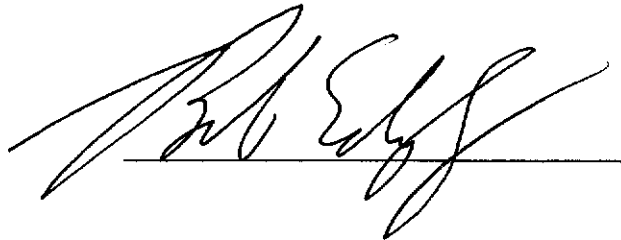


STATE OF Virginia )

COUNTY OF Fairfax )

ss.

~~Fairfax~~ Bob Edgarly, being first duly sworn, deposes and states that he is Sr. Manager, Interconnect for Nextel West Corp. and that he is authorized by Nextel West Corp. to make this verification; that he has read the above and foregoing Joint Petition for Approval of a Negotiated Interconnection Agreement, between Gallatin and Nextel West Corp. and knows the contents thereof; and that said contents are true to the best of his knowledge, information, and belief.



Subscribed and sworn to before me, a notary public for the State of Virginia this March day of 11, 2003.

Kathleen L. Minor  
Notary Public

My commission expires: 7/31/03

**STATE OF ILLINOIS**  
**ILLINOIS COMMERCE COMMISSION**

**GALLATIN RIVER COMMUNICATIONS L.L.C.  
AND NEXTEL WEST CORP.**

**Joint Petition for Approval of Negotiated  
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**STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL**

I, Rich Roberts, in my capacity as Regulatory Manager for Gallatin River Communications L.L.C. ("Gallatin") and submit this Statement in Support of the Joint Petition for Approval of a Negotiated Interconnection Agreement between Gallatin and Nextel West Corp. ("Nextel").

The attached Interconnection Agreement ("the Agreement") including provisions for collocation and related telecommunications services under the Telecommunications Act of 1996 (sometimes referred to as "the Act") between Gallatin and Nextel was reached through voluntary negotiations between the parties. Accordingly, Gallatin and Nextel request approval pursuant to Sections 252(a)(1) and 252(e) of the Act.

In accordance with Sections 251 and 252 of the Act, the parties engaged in good faith negotiations and an agreement was reached in February of 2003. The Agreement becomes effective the next business day following the day the Illinois Commerce Commission approves the Agreement. The Agreement has a term of two (2) years.

The Agreement provides for the exchange of local traffic in association with CMRS services. The Agreement covers wireless to wireless traffic, wireless to wireline traffic, wireline to wireless traffic, but not wireline to wireline traffic.

The Agreement contains provisions for default and prohibits discontinuance of service without the required notice. It also includes dispute resolution provisions. It allows Nextel to interconnect as any one of more technically feasible points.

Also, the Agreement contains alternative dispute resolution provisions, which require negotiation and arbitration. The parties are required to continue providing services to each other during the pendency of any dispute resolution proceeding. The Agreement is binding on successors and permitted assigns of the parties.

Gallatin will make the Agreement available (pursuant to 252 (I) of the Act) to any other telecommunications carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

Implementation of this Agreement is consistent with the public interest because it will promote competition and enhance the ability of Nextel to provide Illinois telecommunications users with a competitive alternative for telecommunications services.

(end)

STATE OF NC )  
COUNTY OF Alamance ) ss.

Rich Roberts, being first duly sworn, deposes and states that he is Regulatory Manager for Gallatin River Communications L.L.C. and is duly is authorized by Gallatin River Communications L.L.C. to make this verification; that he has read the above and foregoing Statement in Support of Joint Petition for Approval and knows the contents thereof; and that said contents are true to the best of his knowledge, information, and belief.

Rich Roberts

Rich Roberts  
Gallatin River Communications  
103 South Fifth Street  
P.O. Box 1167  
Mebane, N.C. 27302  
919/563-8371

Subscribed and sworn to before me, a notary public for the State of NORTH CAROLINA this 7<sup>th</sup> day of MARCH, 2003.

My commission expires: 11-24-2004

